

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
APPRISS, INC. Alias: Appriss- Government or Appriss Safety
For
JusticeXchange Database**

This Contract is made by and between the City of Austin (“City”), a home-rule municipality incorporated by the State of Texas, and Appriss, Inc. (“Contractor”), having offices at 9901 Linn Station Rd Suite 500, Louisville, KY 40223-3808.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City’s Contract Manager will be responsible for exercising general oversight of the Contractor’s activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City’s interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City’s Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 **Designation of Key Personnel.** The Contractor’s Contract Manager for this engagement shall be Cheston Newhall, Phone: 502-815-5624, Email Address: cnewhall@apprissafety.com. The City’s Contract Manager for the engagement shall be Enjole Armstrong, (512) 974-5082, Email Address: Enjole.Armstrong@austintexas.gov. The City’s and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK

2.1 **Contractor’s Obligations.** The Contractor shall fully and timely provide all deliverables described herein and in the Contractor’s Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

SECTION 3. COMPENSATION

3.1 **Contract Amount.** The Contractor will be paid as indicated herein upon the successful completion of the Scope of Work. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed \$160,541.80 for all fees and expenses.

Service Pricing:

Year	Number of Active JX Licenses	Annual Total
Year 1 (10/1/18-9/30/19)	30 Licenses	\$30,600.00
Year 2 (10/1/19-9/30/20)	30 Licenses	\$30,600.00
Year 3 (10/1/20-9/30/21)	30 Licenses	\$31,824.00
Year 4 (10/1/21-9/30/22)	30 Licenses	\$33,096.96
Year 5 (10/1/22-9/30/23)	30 Licenses	\$34,420.84

3.2 **Invoices.**

3.2.1 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Police Department
Attn:	Financial Management
Address	P.O. Box 1629
City, State, Zip Code	Austin, TX 78767

3.2.2 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.2.3 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.3 **Payment.**

3.3.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.3.2 **If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

3.3.3 The City may withhold or off set the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

- 3.3.3.1 delivery of defective or non-conforming deliverables by the Contractor;
- 3.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- 3.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
- 3.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
- 3.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- 3.3.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
- 3.3.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.

3.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.3.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** This Contract shall become effective on October 1, 2018 and shall remain in effect for an initial term of 60 months.

4.2.1 Upon expiration of the contract, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract (not exceed 120 calendar days unless mutually agreed on in writing).

4.2 Right To Assurance. Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 Default. The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4 Termination For Cause. In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 Termination Without Cause. The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6 Fraud. Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES

5.1 Equal Opportunity.

5.2.1 Equal Employment Opportunity. No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.1.2 Americans With Disabilities Act (ADA) Compliance. No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

SECTION 7. MISCELLANEOUS

7.1 Indemnity.

7.1.1 Definitions:

7.1.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.1.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.1.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.1.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.1.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

7.2 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.3 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: Contract Manager

P O Box 1088

Austin, TX 78767

To the Contractor:

Appriss, Inc.

ATTN: Contract Manager

10401 Linn Station Road

Louisville, KY 40223-3842

7.4 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.5 **Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.6 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.7 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.8 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.9 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.10 **Assignment-Delegation.** The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.11 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.12 **Modifications.** The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.13 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.14 **Dispute Resolution.**

7.14.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to

negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.14.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator’s fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.15 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.16 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.17 **Holidays.** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year’s Day	January 1
Martin Luther King, Jr.’s Birthday	Third Monday in January
President’s Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran’s Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.18 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.19 **Non-Suspension or Debarment Certification.** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General

Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.20 **Incorporation of Documents. Section 0100, Standard Purchase Definitions**, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address:

https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf

7.21 **Order of Precedence**. The Contract includes, without limitation, the Solicitation, the Offer submitted in response to the Solicitation, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order.

- 7.21.1 This contract;
- 7.21.2 Exhibit A Appriss, Inc.'s Service Agreement Renewal Quote
- 7.21.3 Exhibit B Appriss, Inc.'s Data Use Agreement

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

Appriss, Inc.

By: 
Signature

Name: Joshua P. Bruner
Printed Name

Title: President - Appriss Safety

Date: 11/16/2018

CITY OF AUSTIN

By: 
Signature

Name: Sai Russell
Printed Name

Title: Procurement Specialist IV

Date: 11/19/18

List of Exhibits

Exhibit A	Appriss, Inc.'s Service Agreement Renewal Quote
Exhibit B	Appriss, Inc.'s Data Use Agreement
Exhibit C	Non Discrimination Certification, Section 0800

Exhibit A - Appriss, Inc.'s Service Agreement Renewal Quote



Service Agreement Renewal Quote

Date: October 5, 2018

Customer Name: City of Austin
Attn:

Address: 715 E. 8th Street
Austin, TX 78701-3397

Service(s): JusticeXchange (referred to as 'JX' or Justice Intelligence)

Original Service Agreement Date: December 8, 2016

Last Service Agreement Date: December 1, 2017

Service Agreement Renewal Date: October 1, 2018

Service Agreement Renewal Term: 60 months

Next Service Agreement Renewal Date: October 1, 2023

Description: JusticeXchange (also known as Justice Intelligence) is a secure web portal that provides access to an instant up-to-date database of current and historical booking information including biographical information, charges, and photographs of offenders.

Pricing for this renewal includes thirty (30) JusticeXchange (JX) Licenses for 5 years.

Service Pricing:

Year	Number of Active JX Licenses	Annual Total
Year 1 (10/1/18-9/30/19)	30 Licenses	\$30,600.00
Year 2 (10/1/19-9/30/20)	30 Licenses	\$30,600.00
Year 3 (10/1/20-9/30/21)	30 Licenses	\$31,824.00
Year 4 (10/1/21-9/30/22)	30 Licenses	\$33,096.96
Year 5 (10/1/22-9/30/23)	30 Licenses	\$34,420.84

Ownership of Intellectual Property; Licenses. The Service Provider retains all ownership rights in the VINE Software and all documents, designs, inventions, copyrightable material, patentable and unpatentable subject matter and other tangible materials authored or prepared by the Service Provider (the "Intellectual Property") in connection with the Services. The Service Provider hereby grants the Customer during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable license to use the VINE Software in connection with the provision by the Service Provider of the VINE Services for the Customer's internal purposes only. Nothing herein shall grant the Customer a license to the source code of the VINE Software.

Nothing contained herein shall be construed to grant the Service Provider any ownership rights in the Data supplied by the Customer to the Service Provider in connection with this Agreement.





Service Agreement Renewal Notice

City of Austin
October 5, 2018

Service Provider builds and maintains databases and solutions utilizing data from disparate incarceration systems. The hygiene, maintenance and storage of this incarceration data improves data quality and solutions for all clients seeking to manage risk, security and fraud (collectively "Risk Solutions"). A network effect is created whereby benefits increase with each participating organization. Customer permits internal access (within Service Provider) to the Data for development and improvement of Service Provider's Risk Solutions. Customer authorizes third-party access to the Data only for Risk Solutions. Notwithstanding the foregoing, Service Provider may utilize non-confidential Data made available to the public.

Please sign & return this service agreement renewal to avoid delayed processing. Thank you.

This Service Agreement Renewal Notice extends all service terms and other contract provisions of the prior contract period, except as modified herein. No interruptions in delivery of service will occur in relation to this Service Agreement Renewal.

AUTHORIZATION:

APPRISS INC., BY:

Joshua P. Bruner 10/5/2018
Signature Date

Joshua P. Bruner
President – Appriss Safety

CUSTOMER, BY:

Sai Purcell 11/19/18
Signature Date

Sai Purcell Procurement Specialist IV
Name Title



EXHIBIT B

APPRISS DATA USE AGREEMENT

THIS DATA USE AGREEMENT (the “**Agreement**”), is entered into and is effective as of November 5, 2018, (“**Effective Date**”), by and between **Appriss, Inc.**, a Delaware corporation, with its principal place of business located at 9901 Linn Station Road, Suite 500, Louisville, Kentucky 40223 (“**Appriss**”) and the **City of Austin**, a home-rule municipality incorporated by the State of Texas, with its principal place of business located at 715 E 8th Street, Austin, Texas 78701-3397 (“**Licensee**”). Appriss and Licensee may collectively be referred to herein as the “**Parties**” and may individually be referred to herein as a “**Party**”.

WHEREAS, Appriss maintains a database pertaining to incarcerated individuals; and

WHEREAS, Licensee desires to utilize data from Appriss’ database pertaining to incarcerated individuals for its own internal purposes;

NOW, THEREFORE, the Parties, agreeing to be mutually bound by the terms and conditions of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. **SCOPE OF THE AGREEMENT**

Appriss agrees to provide a restricted license so as to permit Licensee to utilize the data as detailed in Appendix I, attached hereto and incorporated by reference (the “**Appriss Data**”). Appriss hereby grants Licensee a nonexclusive, nontransferable limited license, without the right to sublicense, to utilize the Appriss Data for its own internal purposes only.

2. **FEES**

Licensee will pay Appriss the fees set forth in Appendix II of this Agreement. Appriss reserves the right to change its fees and charges in the pricing schedule at any time during the Renewal Term by giving Licensee at least thirty (30) days’ written notice. If Licensee objects to such changed pricing schedule, Licensee may terminate this agreement at any time upon written notice given to Appriss within thirty (30) days of receipt of Appriss’ notice of the changed pricing schedule. Unless otherwise set forth in Appendix II, Appriss will invoice Licensee on a monthly basis. Licensee’s payment to Appriss is due no later than twenty (20) days from the Appriss invoice date. Any balance not timely paid within thirty (30) days of the Appriss invoice date will accrue interest at the rate of eighteen percent (18%) per annum. Licensee’s obligation to pay invoiced amounts is absolute and unconditional and not subject to any offset, defense or counterclaim.

3. **TERM**

Subject to Section 7.2 of this Agreement, the initial term of this Agreement will continue in force from the Effective Date until September 30, 2023 (the “**Initial Term**”). Thereafter, this Agreement shall automatically thereafter renew for successive one (1) year terms (“**Renewal Terms**,” or collectively with the Initial Term, the “**Term**”), unless either party provides the other with written notice of its intent not to renew at least 30 days prior to expiration of the Initial Term or then-current Renewal Term, as applicable.

4. **RESTRICTED LICENSE**

4.1 **License**

4.1.1 Appriss hereby grants to Licensee, during the Term of this Agreement, a nonexclusive, nontransferable limited license, without the right to sublicense, to access and use the Appriss Data solely for Licensee's own internal purposes, subject to the restrictions herein, and for no other purposes.

4.1.2 Licensee represents and warrants that its use of the Appriss Data shall be for only lawful and legitimate business purposes relating to its business and as otherwise governed by the Agreement. Licensee shall not use any information contained in the Appriss Data for a purpose not authorized in this Agreement. Licensee agrees that if Appriss determines that Licensee is violating any provision of this Agreement, or any of the laws, regulations, or rules governing use of the Appriss Data or otherwise described herein, Appriss may take immediate action, including terminating the delivery of the Appriss Data. Licensee shall not access the Appriss Data from Internet Protocol addresses located outside of the United States and its territories without Appriss' prior written approval. Licensee shall comply with all laws, regulations and rules which may, in Appriss' opinion, govern the use of the Appriss Data and information provided therein.

4.1.3 Customer shall use Appriss Data to determine the validity of/eligibility for claims and to prevent fraud associated with claims, but shall not use the Appriss Data as a factor in establishing an individual's eligibility for credit, for underwriting insurance to determine the quantity or quality of benefits, or for employment purposes, or for any other purposes governed by the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq. (hereinafter the "FCRA"). Although Licensee may be a "consumer reporting agency" as defined in the FCRA, Licensee represents and warrants that (i) Licensee shall only use the Appriss Data for its own internal research purposes in connection with services that Licensee provides, (subject to the restrictions contained herein); and (ii) Licensee shall not incorporate, include, or otherwise insert the Appriss Data (or any data elements therefrom) in any consumer report as defined in the FCRA. Indeed, to the extent that Licensee is a "consumer reporting agency" as defined in the FCRA, Licensee represents and warrants that it shall only use the Appriss Data as an internal tool to identify jurisdictions from which Licensee (or its agents) will directly retrieve court records or arrest records. Licensee represents and warrants that it shall only include in consumer reports such records that Licensee (or its agents) have directly retrieved from government agencies or other third party sources. Licensee also represents and warrants that it shall not notify any of its customers of the existence of the Appriss Data; that is, any notifications made by or on behalf of Licensee to its customers concerning particular individuals shall be based solely off of records that Licensee (or its agents) have directly retrieved from government agencies or other third party sources concerning such individuals – and not off the Appriss Data. Furthermore, to the extent that Licensee is a "consumer reporting agency" as defined in the FCRA, Licensee represents and warrants that it shall conduct its business in compliance with applicable obligations under the FCRA and applicable state consumer reporting laws. Licensee acknowledges that Appriss is not a "consumer reporting agency" under the FCRA. Accordingly, to the extent Licensee is a "consumer reporting agency" under the FCRA, Licensee shall post or provide all notices, and shall provide users and consumers with all information, notices, copies, or other items, required by the FCRA.

4.2 Use of Information. Licensee hereby warrants that it will not, either directly or indirectly, itself or through any agents or third party: (a) request, compile, store, maintain or use the Appriss Data (including any of the information therein) to build its own database; (b) copy or otherwise reproduce the Appriss Data (including any of the information therein); and (c) provide, sell, resell, convey, disclose, or transfer the Appriss Data (or any data element contained therein) to any third party.

4.3 Security. Licensee shall use commercially reasonable security measures to safeguard against unauthorized access to and use of the Appriss Data through Licensee by any individual, computer program, or other unauthorized user. Further, Licensee shall implement a commercially reasonable monitoring plan under which Licensee shall guard against but otherwise immediately detect any unauthorized access and/or use of the Appriss Data through Licensee. Licensee shall immediately notify Appriss of any unauthorized access and/or use of the Appriss Data. In addition, Licensee shall notify any other person(s) required to be notified by Licensee under any relevant statute, regulation or order.

4.4 Notice of Errors. In the event Licensee becomes aware of any errors contained in the Appriss Data, Licensee shall promptly notify Appriss in writing of such error and provide copies of any supporting documentation.

5. INTELLECTUAL PROPERTY; APPRISS OBLIGATIONS

5.1 No License. Appriss does not transfer, and Licensee does not obtain, any patent rights, copyright interest or other right, claim or interest in the computer programs, systems, forms, formats, schedules, manuals or other proprietary items utilized or provided by Appriss.

5.2 Restrictions on Use of Proprietary Designations. Neither Party will use, or permit their respective employees, agents, Customers, and subcontractors to use, the trademarks, service marks, logos, names, or any other proprietary designations of the other Party, or the other Party's affiliates, whether registered or unregistered, without such other Party's prior written consent.

5.3 Ownership of Data. Licensee acknowledges that Appriss has expended substantial time, effort, and funds to create and deliver the Appriss Data (including the information therein). The Appriss Data, the information contained therein, the data in Appriss databases, and Appriss' databases themselves, are copyrighted and will continue to be the exclusive property of Appriss. Nothing contained in this Agreement shall be deemed to convey to Licensee, or to any other party, any right, title or interest, including any patent, copyright, or other proprietary right, in or to the data in Appriss' database(s) or (except to the extent of the limited license granted in Section 4.1 of this Agreement) to the Appriss Data and the information therein.

5.4 Copyright Notices. Licensee shall not remove or obscure any copyright notice or other notices contained on any portion of the Appriss Data.

5.5 Confidential Treatment. Licensee hereby acknowledges that the Appriss Data it receives from Appriss under this Agreement may include personal information about individual consumers and, as such, require confidential treatment. In addition, Licensee acknowledges that it may receive other proprietary and confidential information from Appriss including but not limited to technical, developmental, operating, computer system, software, performance, cost, know-how and process information. Licensee warrants to Appriss that (a) except as otherwise permitted by this Agreement, it will maintain the information obtained through Appriss in strict confidence and will not disclose such information other than to its employees who have a need to know and (b) will use the information only for purposes of this Agreement. Upon termination of this Agreement or at the request of Appriss, Licensee shall cease all use of the Appriss Data and any Appriss confidential information and shall promptly return to Appriss all Appriss confidential information and any copies thereof provided to Licensee. Licensee shall not identify Appriss as the source of the Appriss Data.

5.6 Acknowledgment. Licensee acknowledges that Appriss obtains the information contained in the Appriss database from third party sources, and such third party information may be included in the Appriss Data. Appriss shall have no liability if particular information contained within the Appriss Data ceases to be available from the Appriss database due to the actions of third party sources or if delivery or use of information obtained from third party sources is restricted. However, Appriss agrees to inform Reseller of any material changes in the availability of third party data and agrees that Reseller may inform its customers of such change in availability.

6. DISCLAIMER OF WARRANTIES, INDEMNIFICATION, AND LIMITATION OF LIABILITY

6.1 Disclaimer of Warranties.

Appriss will use reasonable efforts to deliver accurate data; *provided, however*, that the Licensee accepts all information "AS IS." Because the Appriss Data involves delivering information provided to Appriss by other sources, Appriss cannot and will not, for the fee charged for the Appriss Data, be an insurer or guarantor of the accuracy or reliability of the Appriss Data or information contained in its database. APPRISS DOES NOT GUARANTEE OR WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE APPRISS DATA, INFORMATION IN THE APPRISS DATA, OR THE MEDIA ON OR THROUGH WHICH THE APPRISS DATA ARE PROVIDED AND SHALL NOT BE LIABLE TO LICENSEE OR ANY THIRD PARTIES FOR ANY

LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY APPRISS' ACTS OR OMISSIONS, WHETHER NEGLIGENT OR OTHERWISE, IN CREATING, COLLECTING, COMMUNICATING OR DELIVERING THE APPRISS DATA OR INFORMATION THEREIN.

6.2 Indemnification.

6.2.1 Notwithstanding any other provision to the contrary contained herein, Licensee will indemnify, defend, and hold Appriss harmless from and against any and all liabilities, damages, losses, claims, costs and expenses, including reasonable attorney's fees, which may be asserted against or incurred by Appriss, arising out of or resulting from the use, disclosure, sale or transfer of the Appriss Data (or information therein) by Licensee or for Licensee's breach of this Agreement. Licensee covenants not to sue or maintain any cause of action, claim, demand, cross-claim, third party action or other form of litigation or arbitration against Appriss, its officers, directors, employees, contractors, attorneys, agents, or third party data sources arising out of or relating in any way to the Appriss Data not being accurate, timely, complete or current. Licensee agrees that Appriss **and its data suppliers** are entitled to enforce the data security, use, legal compliance and indemnification provisions of this Agreement directly against Licensee.

6.2.2 Appriss shall defend, indemnify and hold harmless Licensee, its affiliates, and its successors and their respective directors, officers, employees, and agents, from and against any and all claims, liabilities, or losses, including costs of litigation and reasonable attorneys' fees, arising out of any allegation that the Appriss Data infringes upon or misappropriates a patent, copyright, trademark, trade secret, or other intellectual property right of any third party.

6.3 Limitation of Liability.

Licensee acknowledges that Appriss maintains a database, updated on a periodic basis, from which Licensee obtains Appriss Data, and that while Appriss takes reasonable steps to ensure that the database is accurate and up-to-date, Appriss does not undertake a separate investigation for each individual query or request for Appriss Data made by Licensee. Licensee also acknowledges that the prices Appriss charges Licensee for the Appriss Data are based upon Appriss' expectation that the risk of any loss or injury that may be incurred by use of the Appriss Data will be borne by Licensee and not Appriss. Licensee therefore agrees that it is responsible for determining that the Appriss Data is in accordance with Appriss' obligations under this Agreement. If Licensee reasonably determines that the Appriss Data does not meet Appriss' obligations under this Agreement, Licensee shall so notify Appriss in writing within thirty (30) days after receipt of the Appriss Data in question. Licensee's failure to notify Appriss within the specified period of time herein, shall mean that Licensee accepts the Appriss Data as is, and Appriss will be discharged of any liability for non-performance of the Appriss Data. If Licensee so notifies Appriss within thirty (30) days after receipt of the Appriss Data, then, unless Appriss disputes Licensee's claim, Appriss will, at its option, either deliver the Appriss Data in question or issue Licensee a credit for the amount Licensee paid to Appriss for the nonconforming Appriss Data. Notwithstanding the foregoing, Licensee agrees that Appriss' aggregate liability for any and all losses or injuries arising out of any act or omission of Appriss in connection with anything to be done or furnished under this Agreement, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed the total fees paid by Licensee under this Agreement. IN NO EVENT SHALL APPRISS BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATION, LOST BUSINESS OR LOST PROFITS), WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, EVEN IF APPRISS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. AMENDMENTS AND TERMINATION

7.1 Amendments. This Agreement may be amended only by a written instrument signed by both Parties.

7.2 Termination. Notwithstanding any other term in this Agreement, (a) Appriss may unilaterally terminate this Agreement immediately, or take any lesser action Appriss believes is appropriate, including but not limited to

blocking Licensee's access to the Appriss Data, if Licensee has failed to comply with any of its obligations hereunder and has not cured such failure within thirty (30) days of its receipt of written notice from Appriss detailing the failure; provided, however, for any obligation under Section 4 of this Agreement, the cure period shall be shortened to ten (10) days; and (b) Licensee may terminate this Agreement for Appriss' uncured breach of its obligations hereunder where Appriss fails to cure such breach within thirty (30) day cure period. Furthermore, in the event that any applicable federal, state, or local law, or government regulation, rule, or order, or industry-wide self-regulation prohibits, limits, or restricts the delivery or use of the Appriss Data, or any material portion thereof, then the affected Party shall provide the other Party with as much advance written notice as practicable under the circumstances. The Parties shall meet within ten (10) days following receipt of such written notice to determine whether the Parties are able to mutually agree on a solution to carry out the terms of this Agreement; provided, if the Parties, at their own discretion, are unable to reach a mutually agreed solution within then (10) days of the Parties' initial meeting, then either Party may terminate this Agreement upon at least ten (10) days prior written notice to the other Party; provided, however, if the effective date of such legislation, regulation, rule, or order does not allow sufficient time to initiate or complete the review process and there is not a commercially reasonable manner by which to extend the termination date to coincide with such review process, then the termination shall be effective as of the effective date of the applicable legislation, regulation, rule, or order.

7.3 Effect of Termination. Upon expiration or termination of this Agreement, the license granted herein will automatically terminate, Licensee will cease using the Appriss Data (and the information therein) and shall, within thirty (30) days after the effective date of termination, purge its computer system of and, at Appriss' option, either return to Appriss or destroy all copies of the Appriss Data and derivatives thereof and any data received from Appriss. Upon the request of Appriss, Licensee will certify in writing that the actions required of it by the foregoing sentence have been taken. No termination or expiration will relieve either Party of any liability for monetary sums owing to the other. The provision of, without limitation, Sections 3, 4, 5, 6, and 8 and Section 7.3 shall survive the expiration or termination of this Agreement.

8. MISCELLANEOUS

8.1 Status. The Parties will perform their obligations hereunder as independent contractors. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant between the Parties. The Parties acknowledge that any and all rights not expressly granted pursuant to this Agreement are reserved to the respective Party and that neither Party will have any right, power or authority to obligate the other to any contract, term or condition.

8.2 Excusable Delays. Appriss will not be liable to Licensee for any delay or failure in its performance of any of the acts required by this Agreement (other than for payment obligations hereunder) if and to the extent that such delay or failure arises beyond the reasonable control of such Party, including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, computer downtime, material or component shortages, supplier failures, embargoes, earthquakes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, flood, epidemics, riots and strikes.

8.3 Governing Law, Venue, Attorneys' Fees and Waiver of Jury Trial; Injunctive Relief. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, which are intended to supersede any choice of laws rules which might require the application of the laws of another jurisdiction. Both Parties hereby consent to the exclusive jurisdiction and venue of the state courts of the Commonwealth of Kentucky in Jefferson County, Kentucky with respect to actions brought to enforce or interpret this Agreement and all other disputes between the Parties. The prevailing Party in any lawsuits, including appeals, shall be entitled to an award of its reasonable attorneys' fees and costs. Licensee acknowledges that Licensee's breach of its obligations may cause irreparable injury to Appriss and, if so, will entitle Appriss to seek injunctive or other equitable relief.

8.4 Severability. This Agreement shall be deemed to be severable and, if any provision of this Agreement shall be finally determined to be void, illegal or unenforceable, then it is the Parties' desire and intention that such provision be deemed automatically adjusted to the minimum extent necessary to conform to applicable requirements

of validity, legality and enforceability and, as so adjusted, be deemed a provision of this Agreement as if it were originally included herein.

8.5 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties hereto and to their respective heirs, representatives, successors, and permitted assignees. This Agreement may not be assigned, transferred, shared or divided in whole, or in part, by Licensee without Appriss' prior written consent. The dissolution, merger, consolidation, reorganization, sale or other transfer of assets, properties, or controlling interest of more than twenty percent (20%) in, directly or indirectly, or acquisition of substantially all assets of, Licensee, constitutes an assignment of this Agreement for purposes of this Section 8.5.

8.6 Audit Rights. At Appriss' sole cost and expense, during normal business hours and upon at least five (5) business days advance written notice, Appriss will have the right to audit Licensee's books and records reasonably related to this Agreement to assure compliance with the terms of this Agreement. Licensee will provide commercially reasonable cooperation, and will be responsible for assuring cooperation by its employees, in connection with such audits.

8.7 Waiver. Either Party may at any time waive compliance by the other with any covenant or condition contained in this Agreement, but only by written instrument signed by the Party waiving such compliance. No waiver of any provision of this Agreement shall be deemed to be, or shall constitute, a waiver of any other provision hereof, nor shall such waiver constitute a waiver in any other instance.

8.8 Taxes. The prices and rates for the Appriss Data do not include applicable federal, state or local taxes. Licensee will be solely responsible for all federal, state, and local taxes levied or assessed in connection with Appriss' delivery of Appriss Data, other than income taxes assessed with respect to Appriss' net income. Appriss may separately reflect on its invoices to Licensee the amount of any taxes paid by Appriss on Licensee's behalf, and Licensee shall pay Appriss for such amounts.

8.9 Publicity. Except as specifically permitted by the Parties in writing, under no circumstances will either party disclose to any third party, directly or indirectly, the terms and conditions of this Agreement.

8.10 Notice. All notices required or permitted to be provided to a Party under this Agreement must be in writing and sent to the address for the Party set forth on the last page of this Agreement, unless such address has been changed by prior written notice to the other Party to the Agreement.

8.11 Subject Headings. The subject headings or captions of the articles and sections of this Agreement are included solely for purposes of convenience and reference and will not be deemed to explain, modify, limit, amplify or aid in the meaning, construction or interpretation of any of the provisions of this Agreement.

8.12 Contract in Entirety. This Agreement (including the exhibits, amendments and addenda hereto which are incorporated herein by this reference) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous letters of intent, agreements, covenants, negotiations, arrangements, communications, representations, understandings or warranties, whether oral or written, by any officer, employee, or representative of either Party relating thereto. There are no other understandings, statements, promises or inducements, oral or otherwise, contrary to the terms of this Agreement.

9. NOTICES

Notices provided under this Agreement shall be provided by overnight courier to:

If to Appriss:

Attn: Legal Department, Appriss, Inc., 9901 Linn Station Road, Suite 500, Louisville, KY 40223

If to Licensee:

Attn: Dan Dellemonache, City of Austin Police Department, 715 E 8th Street, Austin, TX 78701-3397

Exhibit C
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, (“OWNER”)

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER’s Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City’s Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 16th day of November, 2018

CONTRACTOR	<u>Appriss Inc.</u>
Authorized Signature	
Title	<u>Joshua P. Bruner, President - Appriss Safety</u>



City of Austin Purchasing Office

Sole Source Certificate of Exemption

DATE: 10/15/2018 DEPT: AUSTIN POLICE DEPT
TO: Purchasing Officer or Designee FROM: JUANITA FONSECA
PURCHASING POC: PHONE: (512) 974-5067

Chapter 252 of the Local Government Code requires that municipalities comply with certain competitive solicitation procedures before entering into a contract requiring an expenditure greater than \$50,000, unless the expenditure falls within an exemption listed in Section 252.022 or other applicable law.

Refer to Local Government Code 252.022 for a complete list of exemptions:
[Link to Local Government Code](#)

This Certificate of Exemption must be complete, fully executed, and filed with the City Purchasing Office.

The City has deemed this procurement to be exempt from the competitive solicitation requirements of LGC Chapter 252 based on the following facts:

1. The undersigned is authorized and certifies that the following exemption is applicable to this procurement.

Please check the criteria listed below that applies to this sole source request:

- Items that are available from only one source because of patents, copyrights, secret process, or natural monopolies.
- Films, manuscripts or books that are available from only one source.
- Gas, water and other utilities that are available from only one source.
- Captive replacement parts or components for equipment that are only available from one source.
- Books, papers and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials.
- Management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.

3. Forward the completed and signed Certificate of Exemption to the Purchasing Office along with the following documentation:
- Scope of Work or Statement of Work or Vendor Proposal
 - Vendor's Quote
 - Project timeline with associated tasks, schedule of deliverables or milestones, and proposed payment schedule
 - Vendor's or Manufacturer's (if vendor is a sole authorized distributor) sole source letter: less than 6 months old, signed by an authorized representative, and on company letterhead, should clearly state they are the sole provider and explain why

4. Based on the above facts and supporting documentation, the City of Austin has deemed this procurement to be exempt from competitive procurement requirements pursuant to Texas Local Government Code section 252.022(7) and will contract with:

(Vendor Name): APPRISS for

(Description of Procurement): Access to the JusticeXchange database

5. Check the contract type (one-time or multi-term) and fill in the dollar amount and term as applicable:

- This is a one-time request for \$ _____
- This is a multi-term contract request for 12 (# months for base term) in the amount of \$ 30,600.00 with 4 (# of renewal options) for \$30,600.00 each with a 4% escalator on years 3-5 for a total contract amount of \$160,541.80.

Recommended
Certification

J. Boyle 10/15/18
Originator Date

Approved
Certification

Alia Thomas 10/19/18
Department Director or designee Date

Assistant City Manager / General Manager Date
(procurements requiring Council approval)

Purchasing Office
Review

M. Moon 10/22/18
Authorized Purchasing Office Staff Date

Purchasing Office
Management Review

Purchasing Officer or designee Date
(procurements requiring Council approval)

2. Describe this procurement including the following information as applicable:

- What it is for and why it is needed? This is an investigative databased used by ARIC and its partner agencies to access and share arrest data that covers jails and booking systems nationwide
- What is the municipal purpose that this procurement addresses or furthers? This purchase will renew ARIC's access to APPRISS proprietary real-time arrest network known as JusticeXchange.
- Why is the procurement a sole source? There is currently no other known source for access to booking/jail records for known offenders nationwide.
- Has this procurement or a similar procurement been competitively solicited in the past? CT870016120800130 was issued as a sole source for the last procurement
- Why is the vendor the only viable solution? There is no other known company that warehouses this type of data for shared use access
- Are there any other alternative solutions? If so, why are those alternatives unacceptable? There are no other alternative solutions because no other agency provides this kind of information.
- Is there a concern regarding warranty, compatibility, and/or routine safety? No, APD has contracted with this company in the past and currently uses the database.
- Are there territorial or geographic restrictions for the product distribution and sale? No, there are no geographic restrictions.
- Are there other resellers, distributors, or dealers in the market? No, there are no other resellers, distributors, or dealers for this product.
- What other suppliers or products/services were considered? There were no other products/services to consider because APPRISS does not share its data or information.
- If the product is designed to be compatible with existing equipment/item/system, describe the age, value and useful life remaining of the current equipment/item/system. What is the estimated cost of buying new equipment/item/system? What is value of buying the addition versus buying all new? This is a cloud based access to a data management system and does not require additional hardware or other equipment.
- Is there a way to retrofit another brand? What is this estimated associated cost? N/A, this is a cloud based service
- What specialized training or certifications are necessary to maintain or repair the equipment/item/system? Is it specific to the proposed vendor? The database is hosted in a cloud based environment and all maintenance on the system is done by the vendor at their discretion.
- **Prices were determined to be reasonable based on the following (select all that apply):**
 - Prices are the same or similar to current City contract.
Notes: At a minimum, note the City of Austin contract number and title.
 - Prices are the same or similar to current contract with another government.
Notes: At a minimum, note the contract number, title and government that created the contract.
 - Prices are on a current and publicly available list price, for the same or similar products, available to all government and commercial customers.
Notes: At a minimum, note the list price title, source of the list price (catalog and catalog publish date or web address and download date).
 - Prices are established by law or regulation.
Notes: At a minimum, note the legal or regulatory reference that established the prices.
 - Other means of determining Price Reasonableness.
Notes: Pricing is deemed reasonable based on last year's usage and the number of licenses being purchased in the current year.

* The questions in the form are designed to justify why this purchase should be exempt from a competitive procurement process. Failure to provide adequate documentation to substantiate the request may lead to the request being rejected.

ARIC and its partner agencies currently use the APPRISS JusticeXchange system to access offender records of jails and detention centers nationwide. Access to this database is only available through APPRISS because they do not share any of their proprietary information, and do not use resellers.

Previously, APD has sourced this purchase as a sole source using CT 8700 16120800130. The purpose of this purchase is to maintain ARIC and its partner agencies' access to this nationwide shared network.

APPRISS' JusticeXchange network is the only known network of this type. Without access to its database it would not be possible to be alerted when a person of interest is released from a detention facility in the US that may help solve a public safety concern, or prevent additional threats to public safety from occurring.

APPRISS' JusticeXchange network covers 2,900 jails/DOCs and over 135 million booking records in the US. Users of JusticeXchange can search this database of offenders who are, or have been, incarcerated in thousands of jails nationwide.



Service Agreement Renewal Quote

Date: October 5, 2018

Customer Name: City of Austin
Attn:

Address: 715 E. 8th Street
Austin, TX 78701-3397

Service(s): JusticeXchange (referred to as 'JX' or Justice Intelligence)

Original Service Agreement Date: December 8, 2016

Last Service Agreement Date: December 1, 2017

Service Agreement Renewal Date: October 1, 2018

Service Agreement Renewal Term: 60 months

Next Service Agreement Renewal Date: October 1, 2023

Description: JusticeXchange (also known as Justice Intelligence) is a secure web portal that provides access to an instant up-to-date database of current and historical booking information including biographical information, charges, and photographs of offenders.

Pricing for this renewal includes thirty (30) JusticeXchange (JX) Licenses for 5 years.

Service Pricing:

Year	Number of Active JX Licenses	Annual Total
Year 1 (10/1/18-9/30/19)	30 Licenses	\$30,600.00
Year 2 (10/1/19-9/30/20)	30 Licenses	\$30,600.00
Year 3 (10/1/20-9/30/21)	30 Licenses	\$31,824.00
Year 4 (10/1/21-9/30/22)	30 Licenses	\$33,096.96
Year 5 (10/1/22-9/30/23)	30 Licenses	\$34,420.84

Ownership of Intellectual Property; Licenses. The Service Provider retains all ownership rights in the VINE Software and all documents, designs, inventions, copyrightable material, patentable and unpatentable subject matter and other tangible materials authored or prepared by the Service Provider (the "Intellectual Property") in connection with the Services. The Service Provider hereby grants the Customer during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable license to use the VINE Software in connection with the provision by the Service Provider of the VINE Services for the Customer's internal purposes only. Nothing herein shall grant the Customer a license to the source code of the VINE Software.

Nothing contained herein shall be construed to grant the Service Provider any ownership rights in the Data supplied by the Customer to the Service Provider in connection with this Agreement.



City of Austin

October 3rd, 2018

715 E. 8th Street
Austin, TX 78701-3397

SOLE SOURCE JUSTIFICATION: JusticeXchange

A. Sole Sourcing: Appriss' Experience and History of Successful Partnerships

It is understood that the Texas Austin PD seeks to utilize Appriss Inc.'s (Appriss) proprietary arrest data network for search-and-locate purposes. Over the last several years, Appriss has successfully partnered with hundreds of law enforcement agencies seeking similar services. Many of these agencies have found it most prudent to contract with Appriss via a sole sourcing process.

B. Benefits and Advantages of Appriss' JusticeXchange Solution

JusticeXchange (JX), is facilitated by Appriss' expansive arrest data network that has been developed over the past 23 years. Appriss' arrest data network extends to thousands of local jail facilities across the country, allowing law enforcement and other government agencies to locate wanted persons as soon as they are booked into a local jail. JX is a single solution that allows users to:

- › View millions of booking records in real time
- › Identify and analyze relationships to persons of interest
- › Place automatic "watches" on persons of interest

A common dilemma in the criminal justice system occurs when a wanted individual is being held in a local jail while another agency is trying to locate him/her for unrelated offense. Herein lies the disconnect—the agency in pursuit of this individual has no way of knowing that he/she has been incarcerated by another agency. JX solves this all-too-common problem, and bridges a major gap in the overall criminal justice system.

Appriss' arrest data network is the only real-time network of state and local offender management systems in existence. It covers over 2,900 jails/DOCs and over 135 million booking records in the United States. JX users can quickly search a comprehensive database of offenders who are, or have been, incarcerated in thousands of jails nationwide.

C. Competitive Landscape

America's jails are the entry point for criminals as they interact with the criminal justice system. The Bureau of Justice Statistics reports that 46 percent of all offenders booked into local jails are on probation, parole, or wanted by another law enforcement agency. Without a real-time arrest data network, these offenders are often released without an effective way to alert law enforcement agencies that are searching for them.

There is currently no other known source for the comprehensive type of service that JX provides. Without Appriss and its proprietary arrest data network, law enforcement and state agencies would not be able to access and subsequently benefit from such information. This would be a discernable setback for criminal justice and fraud prevention efforts across the country.

